

(n) Payment of compensation. A dispute pertaining to payment of compensation shall not be deemed a grievance under this section unless the employee alleges that the employee is not being compensated in accordance with the provisions of this Memorandum of Understanding. Any other matter of compensation shall be resolved through the meeting and conferring process, and if it is not detailed in a Memorandum of Understanding resulting from the process it shall be deemed withdrawn until the meeting and conferring process is next open for discussion.

(o) Changes in Memorandum of Understanding. No changes in this Memorandum of Understanding or interpretations thereof (except interpretations resulting from arbitration proceedings hereunder) will be recognized, unless agreed to by the City Manager and the bargaining unit representative.

Section 26. Loss of Driver's License

(a) An employee who does not have a driver's license in force and effect so as to be unable to operate a vehicle during the course of such employee's duties for a period of less than 6 months may, at the discretion of the City Manager, be subject to a salary reduction of 10% during such period. If the lack of a valid driver's license significantly prevents the employee from performing a predominant amount of the employee's duties, the City Manager may suspend the salary and benefits of the employee for the duration of the time that there is no license in effect.

(b) If the driver's license of an employee is suspended or revoked for a period of 6 months or more so as to prevent the employee from lawfully operating a vehicle during the course of the employee's duties, or if the employee fails to notify the City of any suspension or revocation or failure to renew the employee's driver's license, regardless of duration, such shall be cause for dismissal. This does not limit the City from taking other disciplinary action if otherwise justified.

(c) If the loss of a driver's license is attributable to the use of alcohol or drugs, the employee shall agree to and shall faithfully participate in a counseling and rehabilitation program agreed to by the City to correct the problem if requested to do so by the City Manager. Failure to agree and failure to faithfully participate in the program shall be cause for dismissal.

Section 27. No Strike

(a) Participation in any job action, as defined in Section 17.1(b)(10) (Suspension of Sick Leave) of this Memorandum of Understanding, by an employee pertaining to employment with the City of San Bruno shall constitute an automatic resignation from the position, and said position shall then be deemed for all purposes to be vacant.

(b) If the bargaining unit, its officers, or its authorized representatives violate subsection (a) or tolerate the violation of such provision, and after notice to responsible officers or business representatives of the bargaining unit such officers or representatives fail to take such prompt affirmative action to correct and terminate the conduct described in subsection (a), in addition to any other law, remedy, or disciplinary action to which it or its officers or representatives may be subject, said organization shall, by action of the City Manager, also be subject to suspension or revocation of the recognition granted to such bargaining unit representative as defined in Section 1 of this agreement, and the City Manager may suspend or cancel any or all payroll deductions payable to or on behalf of members of such representative and prohibit or restrict the use of any City facility of any nature whatsoever, and restrict access by said officers or representatives to work or duty stations of employees in the representation unit. Such action on the part of the City Manager shall not be subject to review under the provisions of the grievance procedure.

Section 28. Carry Out of Assignments

Employees shall carry out all instructions issued by their supervisors regarding work assignments. If there are any complaints in regard to the work assignment, the employee may exercise the right to use the grievance procedure after the instruction has been carried out.

Section 29. Attendance

Failure on the part of an employee, absent without leave, to return to duty within 24 hours after notice to return shall be cause for immediate discharge, and such employee automatically waives all rights under the personnel ordinance, rules and regulations, and this Memorandum of Understanding. Notice shall consist of a letter by registered mail delivered to the last known address of the employee. In evaluating whether to discharge an employee for failure to return to duty, the City Manager may consider whether there were extenuating circumstances which prevented the employee from returning to duty within the time period required.

Section 30. Past Practices and Existing Memorandum of Understanding

(a) Continuation of working conditions and practices not specifically provided herein or authorized by ordinance or resolution of the City Council shall not be guaranteed by this Memorandum of Understanding.

(b) This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the bargaining unit, personnel rules, regulations, resolutions, and ordinances.